

# U.S. ENVIRONMENTAL PROTECTION AGENCY REGION IX

San Francisco, California



## 1.0 GENERAL REQUIREMENTS

1. The Contractor shall read and abide by the Site Safety and Health Plan.
2. The Contractor is to comply with all Federal, State and Local environmental laws and ordinances.
3. The Contractor is responsible for protecting the environment during construction by protecting trees and shrubs, containing any stormwater or non-stormwater run-off, controlling dust, and containing any contamination caused by the Contractor. The Contractor will be responsible for the disposal of soils and produced waters at an approved facility. The Contractor shall dispose of all construction debris off site, including pavement removed during construction.
4. The Contractor is responsible for compliance with the "intent" of all pertinent construction permits, codes, Federal, state, and local regulations governing construction projects.
5. It is the Contractor's responsibility to verify all dimensions and conditions before starting work.
6. Construction areas are to be clearly marked with cones, barricades, or other approved safety markers as required by local codes to restrict access and provide a safe work area for the Contractor and facility workers.
7. The Contractor shall warrant all materials and workmanship for a period of one year. Defects shall be corrected at no cost to the government.
8. Contractor shall provide the USEPA and Army Corps of Engineers with a copy of signed-off and stamped "AS BUILT" drawings (accurately marked-up copies of original drawings) within 30 days of the completion of construction activities.
9. Contractor shall notify the USEPA and Army Corps of Engineers one week prior to the start of work and shall provide weekly written progress reports.

### 10. Fences and Project Identification

- a. ~~Contractor shall install an 8 foot high chain link fence to surround the treatment compound.~~
- b. ~~Contractor shall post the following signs on the fence: a.) Proposition 65 warning (in California), b.) No Smoking, and c.) Project Identification sign with emergency contact telephone number for the consultant.~~

## 2.0 WORK ITEMS, GENERALLY STATED, CONSISTS OF THE FOLLOWING:

1. The intent of this work is for this contractor to provide a complete and finished product.
  - a. The "intent of the work" is defined to mean; the Contractor shall provide quality, fully operational and ready for intended use, for all work items and requirements represented or implied in the contract documents. The intended work shall include all appurtenant, patent and incidental items and services necessary to complete the work items. To this end, the definition of the "intent of work" more specifically extends to, but
2. The Contractor shall locate and verify existence of all underground and visible utilities prior to starting work and shall verify that all utilities have been disconnected or protected as applicable. Restoration of existing roads, utilities, drainage structures, to their pre-project status.
3. All access to and from the area of work shall be utilized and maintained in a unobstructed manner. Contractor shall remove all debris from work site and any affected paved surfaces shall be left broom clean.

not limited to requirements that; the Contractor shall be fully responsible for and furnish all construction, products, labor, services, overhead, materials, equipment, apparatus, tools, transportation, storage, supervision, inspection, temporary structures, safety precautions, construction engineering and expertise, professional and other services, management, permits, certificates, insurance, guarantees, bonds, shop drawings, clean up and disposal of materials, environmental protections, cutting, patching, restoration of new and existing and adjoining construction including finishes and fixtures, relocation/removal/replacement of items interfering with the work, field testing, probings, soil boring, test pits, sampling, laboratory testing, measurements, surveying, laying out, adjusting the work intended to actual field conditions, locating and protecting concealed or exposed utilities and structures, providing new or modifying existing utilities, restoring utilities, making utilities connections, providing alternate and construction design elements whether or not detailed in the "project design", providing all incidentals, and such other items and costs as may be required by the intent of the drawings and specifications, either express or implied, and all other items of work necessary to make the project safe, complete, fully operational and warrantable in every respect. It is intended that the Contractor review, understand, and accept the "project design" as is, and from that point forward, to take full responsibility to carry through any and all project services, including construction, to completion. The Contractor shall be responsible to correct any patent ambiguities, if any, in the work items. All work shall be the best of their respective kinds, and shall comply with applicable government codes and industry standards unless a greater standard or requirement is specified. Workmanship shall be of the highest quality and exceed industry standards. All of the foregoing are included in the "intent of work."

b. The "project design", which includes plans (drawings) and specifications, are part and parcel to the contract documents, and are intended to convey the general work item requirements of the intended finished project for construction of the "intent of the work". There is no express or implied fiduciary duty or warranty in the project design toward construction of the "intent of the work". The project design is not intended to convey each and every detail, which may be required to construct the "intent of the work". Where the detail in the project design ends, the responsibility of the Contractor to provide design/build experience to complete the "intent of the work". The Contractor shall provide all expertise of the Environmental Services and Building Trades, Trade Associations, Product Manufacturers and their Representatives, Licensed and/or Certified Tradesmen and Professionals, Building Codes construction requirements, construction design elements, and other Construction Engineering, management and expertise, which is necessary to provide all appropriate and necessary construction details to complete the construction in accordance with the "intent of the work".

4. Contractor shall be responsible to visit the site prior to bidding and construction to verify all dimensions and field conditions that may exist. Existing site object types and locations have been generally shown and are not guaranteed to be complete or accurate.
5. Contractor shall conform to all Federal, State, and Local codes, including but not limited to: Code of Federal Regulations (CFR), USEPA, Army Corps of Engineers, (USACE), National Electric Code, National Fire Protection Association (NFPA), National Institute for Occupational Safety and Health (NIOSH), and the Occupational Health and Safety Administration (OSHA).
6. The Contractor shall be fully responsible for the safety of his workers, the site's occupants, and visitors to the site, as well as safety of the entire work area. The Contractor shall, for the duration of the contract, employ and have present on site during all aspects of the excavation and treatment operations, a project safety coordinator and/or a "competent person" as so defined under OSHA 29 CFR, Subpart C. 1926.32. As such, the contractor shall bear full responsibility for all safety requirements for the duration of the project in accordance with OSHA, NIOSH, as well as standard construction and demolition safety procedures.
7. The contractor shall be responsible for the construction means, methods, and procedures, and for supervising, inspecting, and safety precautions of his own work. The USEPA and USACE representative may observe construction, and the Contractor shall provide access to all work for such purposes. This construction, observation not relieve the Contractor of his contract responsibilities and will not be for the Contractor's benefit, but for the USEPA or USACE's representative's own casual observance. The Contractor is responsible for the construction in accordance with the contract requirements.
8. All materials and work to be of first quality and to be performed in a manner approved by the USEPA and the USACE. Any damage occurred during construction shall be the responsibility of the Contractor to repair at no cost to the USEPA.
9. All work, including all items necessary to provide the "intent of the work" shall be unconditionally guaranteed by the Contractor for a minimum period of one year after completion and acceptance of the work. Express warranties and guarantees required herein are not to be construed to preclude remedies consistent with implied warranties for faulty construction as prescribed by applicable law.

GENERAL CONSTRUCTION NOTES			
PEMACO SUPERFUND SITE 3050 EAST SLAUSON AVENUE MAYWOOD, CALIFORNIA			
PREPARED FOR: U.S. Environmental Protection Agency Region IX San Francisco, California	PREPARED BY: <b>TN &amp; Associates, Inc.</b> & A Engineering and Science	APPROVED FINAL	DATE: 01/16/06 DRAWING G-2 REV 4
SCALE: AS SHOWN DESIGNED: JW DRAWN: CPL CHECKED: JW			

REFERENCE DRAWING